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Operation of Food Concession at Moriello Pool, New Paltz, NY

Concessionaire: Teresa Dones

Terms: May 24, 2014– September 1, 2014

1. **Rights of concession:** The concessionaire shall have the exclusive privilege to sell and offer for sale food at the concession counter on the above premises; such as hot dogs, sandwiches, ice cream, soft drinks, confectionery products and other such articles of food and merchandise as is usually and customarily sold at similar establishments. In consideration of this grant of exclusive privileges, the Town of New Paltz does or shall prohibit the sale of similar items by others in the park during the term of this agreement either by vending machines, food carts or otherwise, with the following exception: the New Paltz Seahawks may bring in prepared food to sell during scheduled meets which shall be not more than six (6) days during the contract period, and the Optimist Club may do the same for one (1) event of theirs.
2. **Operation dates/times:** The terms of this agreement shall commence on the 24nd day of May, 2014 and terminate on the 1<sup>st</sup> day of September, 2013, on a daily basis, unless sooner terminated as herein provided. Unless otherwise authorized by the Town or its duly authorized agents in writing, the food concession shall be open to the public daily, including weekends and holidays, between at least the hours of 12:00 noon and 7:30pm. When the pool is closed due to inclement weather, the concession is also closed. Access to grounds is to pool patrons only. Closing of the pool shall be determined by the pool supervisor.
3. **Rules and laws:** The concessionaire will comply with all applicable State, county and Local Laws, Rules, Regulations and Ordinances. The Concessionaire must obtain all required permits and is subject to inspection and approval from the Town Building Inspector **prior to opening day**. Concessionaire is responsible for reporting and payment of all applicable New York State sales taxes.
4. **Maintenance and upkeep:** The concessionaire shall at all times maintain the food concession area in a clean and sanitary manner satisfactory to the Town. Maintenance of all other areas outside of the food concession area shall be the responsibility of the Town. The concessionaire will be responsible for cleaning the concession area and all equipment at the end of the season. The time period for final cleaning shall not extend beyond September 13, 2014, ten (10) days after the final closing date. The key to the concession will be returned at this time.
5. **Lease payment:** The concessionaire agrees to pay the Town \$100.00 for the period May 24 – June 30, 2014 and \$600.00 for the period of July 1 – September 1, 2014, for a total of \$700.00. The concessionaire insures that the final clean-up and repairs of any and all ~~damaged~~ Town equipment and property used by the concessionaire for daily operation will be fully and satisfactorily completed. The concessionaire agrees for the Buildings and Grounds Dept. to inspect the premises to insure that the premises have been cleaned to the satisfaction of the Town and all equipment is accounted for and in good order. In any case where a question of non-performance of this contract arises, the concessionaire will be held in whole or in a part at the discretion of the Town. Any claim against a contractor that is

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- referred to the Town for payment for goods or services rendered (i.e. gas, etc.), will be forwarded to the owner until contractor satisfies all known bills.
6. **Waste removal:** The Town shall be responsible for the removal and disposal of waste collected in receptacles provided by the Town to the concessionaire. Concessionaire is responsible for removing garbage to the dumpster and recycles on side of dumpster in the enclosure.
  7. **Utilities:** The Town will provide water and electricity used in the operation of the concession. The concessionaire will be responsible to provide any gas or other fuel used in the operation of the food concession.
  8. **Restrictions:** Only such business as related to sale of food, soda, ice cream, etc. will be conducted at the concession and adjacent premises. Concessionaire is prohibited to serve or provide glass containers and straws. The Concessionaire is prohibited from preparing, within the building, any foods that produce grease laden vapors (i.e hamburgers, bacon, deep frying) until such time as the Town installs the proper ventilation and extinguishing equipment pursuant to the Fire Code of NYS.  
Outside loud speakers, stereos, video games, and any live entertainment on the premises at any time during the operation of the concession are prohibited. The concessionaire shall not be permitted to place any coin operated machines on the premises. However, the concessionaire can submit a proposal outlining the installation of coin operated canned drink machines. If, after review, the Town Supervisor approves the proposal, the vendor may be permitted to install canned drink machines.
  9. **Use of equipment:** The concessionaire may use the equipment presently within the confines of the area of the dining, and may install and maintain such other furnishings, appliances and equipment as is necessary for the proper operation.
  10. **Supervision:** *A responsible adult, 18 years of age or older,* will be in attendance to supervise and administer the concession *during all hours and at all times* when the pool is officially open, as specified in items 2 and 3.
  11. **Inspection:** The concessionaire will be subject to daily observation and inspection by authorized agents of the Town to insure compliances with the terms of this agreement, and the concessionaire will keep accurate financial and supply records and make these records available to the Town upon request.
  12. **Approved food/price list:** The concessionaire will submit its final list of items to be offered for sale, with pricing not less than 10 days prior to the opening day. The Town Supervisor will review list with Town Building Inspector to ensure compliance with Paragraph 8 of this agreement and the menu and price list submitted to the Town Board.
  13. **Quality of food:** Food products dispensed will be of good quality and sold at a price comparable to similar vendors in the area.
  14. **Concession security:** The food concession area will be locked, secured and unoccupied when the Pool is not open; except that deliveries and clean-up operations will be allowed at reasonable hours.
  15. **Insurance requirements:** *Standard insurance requirements.* The operator shall indemnify and hold harmless the Town and Village, their agents, officers and employees from all claims, demands, causes of action and judgments arising out

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of injuries to persons and property of whatever kind and nature as a result of the furnishing of the services provided in the Agreement. The operator shall procure and maintain in full force and effect for the duration of the contract, an insurance policy or policies protecting the owner and the Town and Village and their officers and employees against loss, liability or expenses whatever from bodily injury, property damages or otherwise arising or occurring upon or in connection with such food concession. The Town and Village shall be additionally named as insured in such policy or policies, except Workers Compensation; such policy or policies shall be written by a responsible insurance company or companies satisfactory to the Town, and shall include Workmen's Compensation for statutory limits in the event there are employees; general liability including food produce liability with \$500,000 limits of liability for each person an accident causing bodily injury, and general liability covering property damages in the limits of \$500,000, and the operator shall thereafter furnish evidence that the Town and Village of New Paltz has been added as an additional insured on said policy, *and providing that the Town shall be notified within ten (10) days of the cancellation of said or policies or failure to renew the same.*

I agree to the terms described in this document.

Terrill Jones      4/1/14  
Concessionaire      Date

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Susan Zimet, Town Supervisor      Date

